



REQUEST FOR PROPOSAL (RFP)

JANITORIAL SERVICES FOR LAKE COUNTY FACILITIES

RFP Number: <u>11-0216</u>	Contracting Officer: <u>B. Schwartzman</u>
Proposal Due Date: <u>May 18, 2011</u>	Pre-Bid Conf. Date: <u>April 28, 2011</u>
Proposal Due Time: <u>3:00 PM</u>	RFP Issue Date: <u>April 20, 2011</u>

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:

Proposal and/or Performance Bond:	Not applicable
Certificate of Competency/License:	Section 1.15
Indemnification/Insurance:	Section 1.8
Pre-Bid Conference/Walk-Thru:	Section 1.4

At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services within ten (10) working days after the official bid due date. When counter-signed by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Contractors shall complete and return the entirety of this RFP Document, and attach all other information requested in this RFP document (See Provision 1.12). Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.

NO-RESPONSE REPLY

If any Contractor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Contractor List, please mark the appropriate space, complete name below and return this page only.

- ☐ Not interested at this time; keep our firm on Lake County's Contractors List for future solicitations for this product / service
- ☐ Please remove our firm from Lake County's Contractor's List for this product / service.

CONTRACTOR IDENTIFICATION

Company Name: _____	Phone Number: _____
E-mail Address: _____	Contact Person: _____

Section 1.1: Purpose

The purpose of this solicitation is to provide a Janitorial Services Program for various Lake County government facilities. Such services shall encompass furnishing adequate and appropriate labor, materials, supplies, equipment, and supervision for the performance of the projected work. The ultimate responsibility of the Contractor is to provide facilities that are at all times uniformly clean, hygienic, orderly, and attractive, which will reflect favorably upon the County and the Contractor.

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual. Questions should be submitted no later than five (5) working days before the proposal due date.

B. Schwartzman, Procurement Services Director
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800

Phone : 352.343.9424 Fax : 352.343.9473
E-mail: bschwartzman@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Procurement Services Office.

Section 1.3: Method of Award - To a Single Contractor

Award of this contract will be made to the Contractor which submits the overall proposal that is judged to provide the best value to the County. Proposals will be evaluated based upon the following criteria:

1. Qualifications of Personnel
2. Experience with similar work effort
3. Proposed cost/fee schedule
4. Reports from direct and indirect references
5. Degree to which the proposer incorporates Lake County-based employees or subcontractors within their operational plan
6. Responsiveness and completeness of the written proposal to these instructions with regard to the scope of services

Section 1.4: Recommended Pre-Proposal Conference / Site Visits

A mandatory pre-proposal conference shall be held on April 28, 2011 at 10:00 AM at the Office of Procurement Services at the address noted in 1.2 above to discuss the special conditions and

specifications included within this solicitation. Contractors are requested to bring solicitation documentation to the conference. Additional copies will not be available at the conference site.

Prior to submitting its offer, the Contractor is advised to visit the sites of the proposed work to become familiar with of any conditions which may impact the work performed under this contract. For questions concerning site visits contact Don Glessner at 352-742-6507.

Section 1.5: Term of Contract – One (1) Year

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in writing by the County's designated representative for the project; and is contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for one (1) year. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated in this document.

Section 1.6: Option to Renew for Four (4) Additional One (1) Year Periods

Prior to, or upon completion of, the initial term of this contract, the County shall have the option to renew this contract for four (4) additional one (1) year period(s). Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes in the following pricing index: CPI. It is the Contractor's responsibility to request in writing any pricing adjustment under this provision. The Contractor's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The Contractor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the Contractor, the County will assume that the Contractor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any written price adjustments submitted by the Contractor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the Contractor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Section 1.7: Method of Payment - Monthly Invoices for Completed Work

The Contractor shall submit invoices by the tenth (10th) calendar day of each month to the County's designated representative who shall in turn determine the overall acceptability of the services performed. These invoices shall be submitted electronically or as directed by the County's designated representative. Under no circumstances shall the invoices be submitted to the County in advance of the work being completed. All invoices shall contain the contract and/or purchase order number and the date and location of the services. Failure to submit invoices in the prescribed manner will delay payment, and the Contractor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.8: Insurance

Each Contractor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the Contractor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded Contractor has coverage in accordance with the requirements of this section, shall be furnished by the Contractor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The Contractor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the Contractor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the Contractor under the terms and provisions of the contract. The Contractor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the Contractor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the Contractor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Fidelity Insurance at coverage value: \$ 25,000

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the Contractor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Contractor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime Contractor evidencing coverage and terms in accordance with the Contractor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions or the Contractor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the Contractor and/or sub Contractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the Contractor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the Contractor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

Section 1.9: Bonding Requirements

Bonding is not required in support of this project.

Section 1.10: Acceptance of Goods or Services

The product(s) delivered as a result of an award from this solicitation shall remain the property of the Contractor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation may be tested and/or inspected for compliance with the specifications listed. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the contract or initiate corrective action on the part of the Contractor, to include return of any non-compliant goods to the Contractor at the Contractor's expense, requiring the Contractor to either provide a direct replacement for the item, or a full credit for the returned item. The Contractor shall not assess any additional charge(s) for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the County on the open market, and any increase in cost may be charged against the awarded Contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the Contractor by the County for any contract or financial obligation.

Section 1.11: Delivery of Solicitation Response

Unless a package is delivered by the Contractor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility

prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Procurement Services Office prior to the date and time established within the solicitation. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date stated in the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 416
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS)** please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
416 W. MAIN STREET
TAVARES, FL 32778

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.11.1: Completion Requirements for Request for Proposal

One (1) signed original proposal and three (3) complete copies of the entire proposal shall be sealed and delivered to the Office of Procurement Services no later than the official proposal due date and time. Any proposal received after that time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any Bidder in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your proposal you are making a binding offer to the County and are agreeing to all of the terms and conditions in this RFP. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or typewritten/printed. If you

make a correction or change on any document, the person signing the bid proposal must initial the change. The bid shall be manually signed in **BLUE INK** by an official authorized to legally bind the Bidder to its provisions.

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the conditions and requirements of this RFP.

COMPLETION OF PROPOSAL PACKAGE:

The vendor's response to this RFP shall be completed and organized as follows:

Tab A: The vendor's profile/history and a statement of interest and understanding of the project. All reference documentation shall also be included under this tab. Use of the reference form at attachment one to this RFP is encouraged.

Tab B: Documentation confirming the education and formal training levels (including any certifications obtained) of the vendor's supervisory and working personnel; and a statement outlining training programs and methods of verifying employee competency. Also identify any subcontractors or joint venture arrangements that may be used under this contract, to include the qualifications of those entities and the specific work assignments that are to be performed by those entities.

Tab C: Include a detailed plan of work for the facilities listed including a schedule for all "Presidential Cleanings", a detailed list of all equipment to be available for use under this contract (to include type, manufacturer, size, and model number of all equipment), and a detailed list of cleaning products, including "Green Seal" products, to be used under this contract.

Tab D: Provide a copy of the RFP that includes all required vendor entries. The responding vendor shall complete all required entries in Section 4 and 5 of the Request for Proposals such as, but not limited to, pricing pages, signature, certifications, and acknowledgement of any solicitation addenda. Pricing shall be completed as directed within Section 4. Initial and date in BLUE INK the appropriate space(s) for each addendum you received for this RFP. Insert any prompt payment discount that you will offer (NET 30 days unless otherwise noted). Complete all certifications included within Section 4 of the RFP. Complete the vendor information block on the signature page, and sign the proposal in BLUE INK in the spaces provided in that block.

Tab E: Provide a cost breakdown detailing how costs were determined. The breakdown should include the number of employees designated to perform work under this contract by location and by total, and the estimated quantities and costs of all supplies and equipment that your firm believes is required to perform the work.

Tab F: Vendor shall provide under this tab a sample certificate of insurance, or other documentary evidence, of capability to comply with the insurance requirements set forth in provision 1.8 of this RFP; evidence of financial stability sufficient to determine that your firm has the necessary resources, human and financial, to provide the required services at the level required by Lake County; and notice/ information on the nature, magnitude, and outcome of any litigation for the previous three (3) years where a court or administrative authority has ruled

against either the principals of, or the corporation itself, in any matter related to the responding entity's operational activities.

Section 1.12: Additional Facilities May be Added

Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this contract at the option of the County. When required by the pricing structure of the contract, Contractor(s) under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract Contractor that offers the lowest acceptable pricing. The additional site(s) shall be added to this contract by formal modification.

The County may obtain price quotes for the additional facilities from other Contractors in the event that fair and reasonable pricing is not obtained from the current contract Contractor, or for other reasons at the County's discretion.

Section 1.13: Deletion of Facilities

Although this solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency may delete service for any facility (ies) when such service is no longer required during the contract period upon fourteen (14) calendar days written notice to the Contractor.

Section 1.14: Certificate of Competency/Licensure, Permits, and Fees

Any person, firm, corporation or joint venture that submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a sub-Contractor(s) or Contractor(s) hired by the prime/responding Contractor, an applicable Certificate of Competency/license issued to the sub-Contractor(s)/hired Contractor(s) shall be submitted with the prime/responding Contractor's offer; provided, however, that the County may at its option and in its best interest allow the prime/responding Contractor to supply the sub-Contractor(s)/hired Contractor(s) certificate/license to the County during the offer evaluation period. Damages, penalties, and/or fines imposed on the County or the Contractor for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the Contractor.

Section 1.15: Background Check

All employees, subcontractors, and representatives of the vendor that will be on County property shall be required to submit to the Florida Department of Law Enforcement (1-850-410-8109) for a "Certified Background Check". The vendor will be responsible for all costs associated with the "Certified Background Check". A copy of the "Certified Background Check" shall be supplied to the County's designated representative prior to any work starting. When a new employee is added the vendor shall provide the "Certified Background Check" to the County's designated

representative prior to the employee starting work.

The vendor shall provide the County with a complete list of personnel, including a full name, address, telephone number, social security number, copy of drivers license/State of Florida Identification Card/valid passport/valid work visa and background check clearance at least ten (10) calendar days before the agreement becomes effective, if not already provided. It is recommended that the vendor keep on file with the County's designated representative a list of persons who may work at County properties so that replacements can be made quickly. Should the vendor assign someone who has not had a background check, that person will be immediately ordered off of County property and the vendor may not bill the County for any hours worked. The Contractor **MUST** remove any employee from County service who is convicted of a felony crime during his employment. After initial background checks have been made, they must be done annually for any person working at County sites after one year. Failure to obtain background checks as specified can result in termination of the contract.

The County reserves the right to require immediate removal of any employee from County service it deems unfit for service for ANY reason. This right is non-negotiable and the vendor agrees to this condition by accepting this Contract. The vendor should have enough qualified people with current background checks so as to be able to provide a replacement within 24 hours. Should a replacement take longer than 24 hours, it may result in application of payment deductions as specified in Section 1.25.

Section 1.16: Local Management Facility/Office Shall be Available

To ensure adequate support to daily operations, and timely response to any specific situation or performance issue; the vendor shall maintain a management facility/office within the geographic boundaries of Lake County or any of its immediate neighboring counties. This facility shall be staffed by a competent company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the contract. **The responding vendor shall identify this location in the space provided on the pricing pages within Section 4 of this RFP.**

The County reserves the right to perform an inspection of this local maintenance facility/office during the response evaluation period, and at any time during the performance period of the contract. The acceptability of the size, location, and overall functionality of the management facility/office shall be determined by the County in consideration of the contract requirements. The County's best interests shall prevail in this regard, and the decision of the County shall be final.

Section 1.17: Competency of Vendors and Associated Subcontractors

Offers will be considered only from firms which are regularly engaged in the business of providing or distributing the goods and/or performing the services as described in the solicitation, and who can produce evidence that they have a satisfactory record of performance for a reasonable period of time. Vendors must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. In the event that the vendor intends to sub-contract any part of its work to another vendor, or will obtain the goods specifically offered under this

contract from another source of supply; the vendor may be required to verify the competency of its sub-contractor or supplier. The County reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications and the qualifications of its sub-contractor as it may deem necessary. The County may consider any evidence available to it of the financial, technical and other qualifications and abilities of any vendor responding hereunder, including past performance with the County, in determining vendor responsibility for the purposes of selecting a vendor for contract award.

Section 1.18: Demonstration of Equipment May be Required During Evaluation

After receipt of offers by the County, the Vendors may be required to demonstrate their equipment to cognizant County personnel, at no separate cost. The purpose of this demonstration is to observe the equipment in an operational environment and to verify its capability, suitability, and adaptability in conjunction with the performance requirements stipulated in this solicitation. If a demonstration is required, the County will notify the Vendor of such in writing and will specify the date, time and location of the demonstration. If the Vendor fails to perform the demonstration on the specified date stipulated in the notice, the County may elect to reject that Vendor's offer, or to reschedule the demonstration, whichever action is determined to be in the best interests of the County. The County shall be the sole judge of the acceptability of the equipment in conformance with the specifications and its decision shall be final.

The equipment used for the demonstration shall be well maintained and in good condition. Accordingly, the equipment used in the demonstration shall create an express warranty that the actual equipment to be provided by the Vendor during the contract period shall conform to the equipment used in the demonstration. The Vendor shall be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.

Section 1.19: Compliance with Federal Standards

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

Section 1.20: Labor and Materials shall be supplied by the Contractor

Unless otherwise stated in this solicitation the Contractor shall furnish all labor and materials necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Designated Representative.

Section 1.21: Minimum Wages

Under this contract, the wage rate paid to all laborers, mechanics and apprentices employed by the Contractor for the work under the contract, shall not be less than the prevailing wage rates for

similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

Section 1.22: Omission from the Specifications

The apparent silence of this specification and any addendum regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

Section 1.23: Risk of Loss

The Contractor assumes the risk of loss of damage to the County's property during possession of such property by the Contractor, and until delivery to, and acceptance of, that property to the County. The Contractor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent or not) of the Contractor or a third party.

The Contractor shall indemnify and hold the County harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this contract. The Contractor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.

Section 1.24: Liquidated Damages

The County and the Contractor recognize that the County will suffer financial loss if the facilities are not at all times uniformly clean, hygienic, orderly, and attractive. The County will be entitled to assess, as Liquidated Damages, but not as a penalty, for each item that is not performed per the list of requirements set forth below. All work shall be considered to be completed on the date the work is deemed complete to the satisfaction of the County. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the Liquidated Damages as a penalty. The parties agree that the Liquidated Damages sum represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to respond or meet the requirements set forth below. Should the Contractor fail to perform the services required, the County may, at its option, retain all or part of the monthly payment. In addition, should the Contractor fail to perform nightly requirements listed in the statement of work, the County reserves the right to deduct \$50.00 per room, per day, from the monthly invoice until corrections are completed to the satisfaction of the County. These damages will be billed directly to the Contractor or deducted from the next monthly payment. It is hereby agreed and understood that the County reserves the authority to secure the services of another vendor or County personnel to complete the work. Repeated service discrepancies by the Contractor shall entitle the County to terminate the Contract for default.

Section 1.25: Accident Prevention and Barricades

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant OSHA, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County's designated representative.

Section 1.26: Clean-Up

All unusable materials shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's County's designated representative.

Section 1.27: Unauthorized Personnel

At no time shall the Contractor allow any people into the building other than bona fide employees of the Contractor. At no time shall the Contractor allow family members, friends, etc. to be on the grounds or parking lot of the building during working hours, other than to pick-up or drop-off an employee.

Section 1.28: Unauthorized Use of County Equipment

The Contractor shall not allow hi/her employees, at any time, to open desk drawers, cabinets, or to use office equipment, including the use of non-pay telephones for any purpose other than a local emergency call.

Section 1.29: Time Sheets

All custodial employees are required to identify themselves by entering their name, starting time and when leaving, ending time on the time sheet each workday. All employees shall sign their own names and times. Failure to submit an accurate timesheet (i.e. inaccurate hours, falsifying names, etc.) may be caused for termination. The time sheet shall be posted inside the custodial closet for availability to Lake County personnel. The vendor shall furnish a copy electronically, in pdf format, of such records with the invoice at the end of the month.

Section 1.30: Work Performance / Accountability

If the County's designated representative finds that repairs or changes are required to the building, its contents, or its accessories, etc., which in the opinion of the County's designated representative are rendered necessary as the result of the vendor's use of materials, equipment or workmanship which are inferior, defective, or not in accordance with terms of this Contract, the vendor shall, within twenty-four (24) hours of receipt of notice from the County's designated representative, place satisfactory condition, in every particular, all such work, correct all defects

and shall make good any work or material, equipment and contents of said building or site disturbed in making such restoration, at no additional cost to the County.

It will be the responsibility of the vendor to establish and inform the County's designated representative of vendor's procedures related to the prevention of theft of County property and the property of its employees by vendor's employees. For loss equipment that is furnished by the County and used by the vendor, full replacement cost will be deducted from the next invoice.

It will be the responsibility of the vendor to establish adequate procedures in writing to eliminate wrongful use by vendor's employees of the property of the County or its employees. This property includes, but is not limited to the following:

- Telephone System Equipment
- Computer Equipment
- Audio/Video Equipment
- Office Equipment (copiers, fax machines, etc.)
- Kitchen Appliances

The vendor or the vendor's employees will not use County property in any manner for any personal advantage, business gain, or other personal endeavor. Telephones supplied by the County are to be used by the vendor for internal business only. The vendor may arrange, at Vendor's expense, with the County to have a private outside business line installed for vendor's use in making external calls. Unauthorized use of County telephones will result in a deduction of the actual document cost of the bill from the next invoice.

Section 1.31: Work Hours / Scheduling

Routine janitorial services shall be performed between the hours of 5:30 pm and 2:30 am on the "cleaning days" noted in the pricing section of this ITB with the exception of any published County holiday, and except where special arrangements are made and properly documented. Approval from the County's designated representative shall be obtained if work is to be performed after the prescribed hours. A periodic task cleaning schedule will be maintained in the custodial log at each facility. Any specific cleaning task that has been deferred due to holiday or any other approved cause shall be completed by close of business on the following scheduled "cleaning day". The vendor is responsible for cleaning an area later in the work schedule if there is a County meeting in progress at the time the work would be routinely completed. The vendor should anticipate that, on occasion, certain areas of the building may be occupied and cleaning may not be able to be performed. In this event, the Contractor shall make arrangements to clean these areas at the start of the next "cleaning day". The County's designated representative or designee will provide a minimum of three (3) workday's notice of special events requiring schedule modifications. Failure to comply shall result in deduction as described in Section 1.25.

SPECIFIC NOTICE REGARDING THIS STATEMENT OF WORK

THIS INVITATION TO BID INCLUDES A PRIMARY SCOPE WITH TWO PARTIAL ALTERNATE SCOPES AND A CORRESPONDING PRICING SCHEDULE FOR EACH SCOPE. THE BASIS OF THE VARIATION BETWEEN THE PRIMARY SCOPE AND THE ALTERNATE SCOPES IS WITHIN SECTION 11 OF THE STATEMENT OF WORK. THE PRIMARY VARIATION BETWEEN THE PRIMARY AND ALTERNATE SCOPES IS HAVING THE CONTRACTOR EMPTYING TRASH AND RECYCLING RECEPTACLES (PRIMARY) AND LAKE COUNTY EMPLOYEES EMPTYING TRASH AND RECYCLING RECEPTACLES (THE TWO ALTERNATES).

NOTE: THE ALTERNATE SCOPES ARE NOTED BY BLUE PRINT AND ITALICS.

VENDORS MAY RESPOND TO ONE OR ALL OF THE SCOPES BY COMPLETING THE APPROPRIATE PRICING SECTIONS.

THE COUNTY WILL AWARD TO THE LOWEST PRICED RESPONSIVE AND RESPONSIBLE BIDDER FOR EITHER THE PRIMARY OR ONE OF THE ALTERNATE SCOPES BASED ON ITS DETERMINATION AS TO WHICH COURSE OF ACTION REPRESENTS THE BEST INTERESTS OF THE COUNTY.

PRIMARY SCOPE OF WORK**1. General**

- Perform work in accordance with all industry standards, these specifications, and the requirements of Lake County.
- The Contractor is responsible for cleaning all buildings listed excluding the machine, mechanical, and electrical rooms and any areas selected by the County's Designated Representative.
- There is no guarantee as to the quantities or frequencies included in this contract.
- The Contractor shall provide sufficient labor and materials to accomplish the tasks identified in these specifications.
- The County shall be the sole judge of quality and required frequency of services. The County reserves the right to discontinue services and terminate the contract at will.
- The facilities shall be staffed to maintain optimum conditions of cleanliness. If the level of cleaning, at any time, is considered to be unacceptable to the County, the Contractor shall be required to increase staff or take any and all measures are required to achieve complete satisfaction. If the Contractor feels that additional cleaning days are required to achieve the expected level of service, they shall submit, in writing, the reasons to the County's Designated Representative. The County's Designated Representative will review and make a decision as to the need for schedule changes. If changes are deemed necessary, a formal contract modification will be completed and entered into the contract.
- Routine janitorial services shall be performed between the hours of 5:30 pm and 2:30 am on the "cleaning days" noted in the pricing section of this ITB with the exception of any published County holiday. Any cleaning task that would have normally been performed that day shall be completed the following scheduled "cleaning day".

2. Performance

- The purpose of this solicitation is to provide a Janitorial Services Program for various Lake County Government facilities. Such services shall encompass furnishing adequate and appropriate labor, materials, supplies, equipment, and supervision for the performance of the projected work.
- The ultimate responsibility of the Contractor is to provide facilities that are at all times uniformly clean, hygienic, orderly, and attractive, which will reflect favorably upon the County and the Contractor.

3. Security

- The Contractor shall keep all suite and exterior doors closed during performance of work. Doors should not be blocked open for any reason. The Contractor shall not allow anyone (including County employees) into the building or office suites when doors are locked. Violation may result in termination of the contract.
- At the completion of work, the Contractor shall ensure that all lights have been turned off, windows and doors have been locked, and all security systems have been activated. The Contractor shall be responsible for nuisance false alarm fees, caused by the janitorial staff, from County or City emergency services.

4. Key Control

- The Contractor shall be responsible for any lost keys, card keys and any inherent damages (i.e., re-keying of whole facility). This cost shall be withheld from payment(s). The decision to re-key the whole facility is solely that of the County.
- The Contractor shall immediately notify the County's Designated Representative in the event that a key/card key is lost.
- Upon completion of the contract, final payment shall be withheld until all issued keys are returned to the County's Designated Representative.
- The Contractor shall require its supervisor to sign for and be responsible for each key to gain entry to work areas.
- The use of keys by any person other than approved employees of the Contractor may result in termination of contract.

5. Staffing

- The Contractor shall provide adequate personnel, trained in the appropriate cleaning and janitorial methods and techniques, to properly and satisfactorily maintain the facilities during the scheduled times indicated.
- The Contractor shall demonstrate the ability to provide trustworthy, reliable employees and shall make a good faith effort to retain the same employees on the same schedule in the same areas.
- The Contractor shall notify, via e-mail, the County's Designated Representative immediately of all changes in personnel.
- The Contractor's employees shall be neat and clean in appearance and shall wear a uniform or other identification that clearly identifies them as employees of the Contractor.
- All workers shall be required to wear an ID badge identifying them as County contractor employees. Lake County will supply the ID badges. Contractor will ensure that all workers employed under this project by the contractor or its subcontractors are scheduled, prior to assignment, for an appointment at the County's Employee Services office during the County's normal working hours to process and receive the ID badge.
- The buildings shall be fully staffed on the first day of work under the contract. All personnel shall receive close and continuing front-line supervision.
- The Contractor shall provide two (2) full-time "Day Porters" that will be on-site (Downtown Complex) from 8am to 5pm. The day porters shall be available to be on-call as needed. The day porters shall perform regular cleaning/restocking duties, to include, cleaning of all lobby and common areas, cleaning of all outside grounds areas, as well as, any additional cleaning needs, during their work time. Lunch breaks shall be scheduled such that at least one day porter is on-site and available at all times. Each day porter shall be equipped with a cell phone and the number shall be provided to the County's Designated Representative.
- Day Porters are required to identify themselves by entering their name, starting time, and ending time on a time sheet each workday. Employees shall sign their own names and times. Failure to provide an accurate timesheet (i.e. inaccurate hours, falsifying names, etc.) may be cause for termination. A Contractor supplied form shall be used. The

time sheet shall be posted inside the custodial closet for availability to Lake County personnel.

- Custodians shall be employees of the Contractor; subcontractors and day laborers are not acceptable.
- Custodians employed by the Contractor shall be fully trained and skilled in safe and proper housekeeping techniques. The Contractor shall provide sufficient documentation to demonstrate adequate training in their RFP. The Contractor shall submit a statement outlining their training program and method of verifying employee competency. The use of custodians that are not adequately trained may be grounds for termination of the contract.
- The Contractor shall supply the County's Designated Representative with a list of employees and supervisor(s) that will perform work at the facilities. A complete revised list shall be provided to the County's Designated Representative if there are any changes to the personnel. Use of employees not named on the list may be grounds for termination of the contract.
- The Contractor shall not allow their employees, at any time, to open desk drawers or cabinets, or to use office equipment, televisions, radios, or telephones for any purpose other than a local emergency call.

6. Supervision

The Contractor shall provide necessary supervision with personnel who are not a part of the regular on-site cleaning staff. Contractor's Supervisors shall be literate and able to communicate fully in the English language, because of the necessity to read chemical labels, job instructions and signs, as well as the need for conversing with management personnel. Contractor's supervisor(s) shall also be capable of communicating fully with all employees in the event they do not speak English. The County's Designated Representative will be the sole judge of the communication level. The Contractor shall provide documentation that the supervisor has the necessary skills, and is paid at a higher rate than the custodians. In the event of sickness or any absence of the regular supervisor, the Contractor shall provide a substitute of equal or greater skills. The Contractor shall be required to provide the name and position within the company of the supervisor(s) to the County. The Contractor shall provide a telephone answering service for the use of the supervisor(s) for work-related messages. The supervisor(s) shall have a cell phone in good working order provided at the Contractor's expense. This cell phone number shall be provided to the County's Designated Representative.

7. Quality Control

Complaints or comments from occupants of the buildings shall be e-mailed to the Contractor's supervisor. The supervisor upon receipt of e-mail, but not more than 3 hours of receipt, shall electronically acknowledge receipt and shall correct all deficiencies the following scheduled work day or, if possible, sooner.

8. Quality Control Inspections

- The Contractor shall make quality control inspections once a month. These inspections shall be scheduled with and (if possible) attended by the County's Designated Representative.
- The Contractor shall visit all sites under contract.
- The Contractor shall develop an inspection checklist to be used for the inspections.
- All deficiencies shall be noted on the inspection checklist.
- A copy of the list shall be provided to the custodial staff and the deficiencies shall be corrected at the next scheduled visit.
- A dated copy of the inspection checklist documenting the corrections made shall be e-mailed to the County's Designated Representative in pdf format no later than the tenth day of the following month.

9. Supplies

- The Contractor shall provide all supplies and materials necessary for the proper performance of the janitorial services. Supplies and materials to include, but are not limited to; dust cloths, mops, sponges, squeegees, cleaners, detergents, disinfectants, floor strippers, waxes, sealers, metal, wood, and furniture polishes, and any other compounds necessary to properly maintain the premises. The Contractor shall also continuously provide all supplies and materials currently in use in all lobbies, restrooms, kitchens, break rooms, etc. including, but not limited to, trash can liners, wet umbrella bags, paper products, sanitary napkins, urinal deodorizer blocks, commercial grade walk off mats, toilet seat covers, deodorant air fresheners, and soap. Supplies and materials shall be provided to adequately support the required operations of the facility regardless of cleaning frequency. All supplies shall be compatible with the existing dispensers at all locations.
- The Contractor shall provide on-site stock of regularly used products such as paper towels, toilet paper, urinal deodorizer blocks, sanitary napkins, cleaning supplies, polishes, etc. in adequate quantities to ensure sufficiency between cleanings.
- All supplies and materials shall be available for the Contractor and County employed day porter's use.
- No supplies shall be used that Lake County or the manufacturer of the product determines harmful to the surfaces to which applied or to any other part of the buildings, their occupants, contents, or equipment.
- **Note:** 320 W. Main St., Tavares and 249 East Collins St., Umatilla are LEED Certified buildings and, as such, require the use "Green" products. All products/chemical solutions provided and used at these locations will be certified under Green Seal Standard GS-37 or GS-40, or Environmental Choice Standard ECP-57. These standards require that:
 - A. The undiluted product shall not be toxic to humans.
 - B. The undiluted product shall not contain any ingredients that are carcinogens or are known to cause reproductive toxicity.
 - C. The undiluted product shall not be corrosive to the skin or eyes.
 - D. The undiluted product shall not be a skin sensitizer.
 - E. The undiluted product shall not be combustible

- F. The product shall not contain substances that contribute significantly to the production of photochemical smog, tropospheric ozone, or poor indoor air quality.
- G. The product shall not be toxic to aquatic life.
- H. Each organic ingredient in the products used shall exhibit ready biodegradability.
- I. The product as used shall not contain more than 0.5% by weight or total phosphorus.
- J. The primary packaging shall be recyclable or the manufacturer shall provide for returning and refilling of their packages.
- K. The product must be a concentrate.
- L. Manufacturers shall identify any fragrances on their MSD sheets. Any ingredient added to the product as a fragrance must follow guidelines as interpreted by the international fragrance association.
- M. The product shall not contain alkyl phenol ethoxylates, dibutyl phthalate heavy metals, ozone-depleting compounds or optical brighteners.
- N. The product shall not be tested on animals.

A calibrated chemical dispenser installed in the building will ensure that proper mixtures are used. All chemicals will be made available through calibrated mixtures only, regarding spray cleaners, bowl cleaners, glass cleaners, floor cleaners, etc. Hand cleaners, dish soaps, urinal deodorizers, and spot removers will also comply with Green Seal Standards. All tissues and hand towel paper products purchased will meet Green Seal Standards.

All custodial staff will be instructed in the proper use of all products to conform to the manufacturer's instructions, insuring maximized health and economic benefits of the program. All custodial staff will be made aware of restricted non-compliance chemical use. Chemical data information regarding each chemical used will be posted in binders in the custodial chemical dispensing areas.

10. Equipment

- The Contractor shall supply all equipment necessary for the proper performance of the janitorial services. Equipment shall include, but not be limited to, industrial vacuum cleaners with HEPA filters, buffing machines, mops, mop buckets, ladders, brooms, brushes, waxing and polishing machines, high dusting equipment, stone/ceramic tile and grout cleaner, truck mounted steam carpet cleaning machine, portable carpet cleaning machine, upholstery cleaning machine. The Contractor shall supply, with their bid package, a list of all equipment to be available for use under this contract. The list shall include type, manufacturer, size, and model number of all equipment.
- The County shall provide, if available, storage space for equipment (brooms, mops, vacuums, etc.) All equipment shall be available for use by the Contractor and County day porters and County staff. The County shall assume responsibility for breakage of any vendor-owned equipment if such equipment is used in an improper manner by County staff.

11. Regular Cleaning Guidelines

These guidelines are given to establish the minimum standards of service and frequency for each cleaning activity. The ultimate responsibility of the Contractor is to provide facilities that

are at all times uniformly clean, hygienic, orderly, and attractive, which will reflect favorably upon the County and the Contractor. Individual facility schedules may vary based on cleaning days per week. Example: If a facility is scheduled for cleaning once a week then all designated “nightly”, “every other night”, and “weekly” effort scheduled for the facility shall all be done on the same night. If a facility is scheduled for cleaning twice a week then the “every other night” cleaning would be done once with the weekly cleaning. At no time shall any obvious cleaning needs be ignored.

- **Trash and Recycling Receptacles (Nightly)**

- A. All trash and recycling receptacles shall be emptied and removed to the designated dumpster/collection site. All receptacles shall be relined with clean plastic liners. The County’s designated representative shall be notified when a trash receptacle requires repair or replacement. Receptacles shall be kept clean and odor free. Trash and paper shall not be allowed to accumulate in hallways or overflow receptacles.
- B. All trash, paper, and debris in corridors or near trash receptacles and obviously intended as trash shall be collected and removed to the designated dumpster/collection site. Any questionable items shall be verified with County staff prior to removal. The Contractor’s staff should be specifically instructed to use caution when collecting items not obviously intended as trash.

Alternate 1 Scope for A and B above

- **Trash Containers (Nightly)**

- A. *All trash receptacles in office areas shall be emptied by Lake County employees into the dumpster/collection site container on single story buildings or to the contractor supplied container on multi-story buildings. The Contractor shall supply one container per floor. For multi-story buildings the Contractor shall be required to empty the container(s) at the designated dumpster/collection site nightly. The Contractor shall supply plastic trash liners for all trash receptacles. Lake County employees shall clean and install liners in individual trash receptacles in office areas as needed. The Contractor shall empty, reline, and clean trash receptacles in all areas other than office areas.*
- B. *All trash, paper, and debris in corridors or near trash receptacles and obviously intended as trash shall be collected and removed to the designated dumpster/collection site. Any questionable items shall be verified with County staff prior to removal. The Contractor’s staff should be specifically instructed to use caution when collecting items not obviously intended as trash.*

- **Recycling Containers (Nightly)**

All recycling receptacles in office areas shall be emptied by Lake County employees into the dumpster/collection site container on single story buildings or to the contractor supplied container on multi-story buildings. The Contractor shall supply one container per floor. For multi-story buildings the Contractor shall be required to

empty the container(s) at the designated dumpster/collection site. The Contractor shall empty & clean recycling receptacles in all areas other than office areas.

Alternate 2 Scope for A and B above

- **Trash Containers (Nightly)**

- A. *All trash receptacles in office areas shall be emptied by Lake County employees into the dumpster/collection site container on single story buildings or to the contractor supplied container on multi-story buildings. The Contractor shall supply one container per suite. For multi-story buildings the Contractor shall be required to empty the container(s) at the designated dumpster/collection site nightly. The Contractor shall supply plastic trash liners for all trash receptacles. Lake County employees shall clean and install liners in individual trash receptacles in office areas as needed. The Contractor shall empty, reline, and clean trash receptacles in all areas other than office areas.*
- B. *All trash, paper, and debris in corridors or near trash receptacles and obviously intended as trash shall be collected and removed to the designated dumpster/collection site. Any questionable items shall be verified with County staff prior to removal. The Contractor's staff should be specifically instructed to use caution when collecting items not obviously intended as trash.*

- **Recycling Containers (Nightly)**

All recycling receptacles in office areas shall be emptied by Lake County employees into the dumpster/collection site container on single story buildings or to the contractor supplied container on multi-story buildings. The Contractor shall supply one container per suite. For multi-story buildings the Contractor shall be required to empty the container(s) at the designated dumpster/collection site. The Contractor shall empty & clean recycling receptacles in all areas other than office areas.

- **Kitchens and Breakrooms in Public Areas (Nightly)**

Kitchens and breakrooms in public areas shall be cleaned with the proper dilutions of disinfectant/detergent cleaning products to control disease-causing organisms and to prevent odors. The Contractor shall use an approved germicidal detergent to damp clean all surfaces, appliances, fixtures, and flooring.

- **Kitchens and Breakrooms in Private Areas (Weekly)**

Kitchens and breakrooms in private areas shall be cleaned with the proper dilutions of disinfectant/detergent cleaning products to control disease-causing organisms and to prevent odors. The Contractor shall use an approved germicidal detergent to damp clean all surfaces, appliances, fixtures, and flooring.

- **Restroom Cleaning (Nightly)**

All restrooms shall be cleaned with the proper dilutions of disinfectant/detergent cleaning products to control disease-causing organisms and to prevent odors. The Contractor shall use an approved germicidal detergent to damp clean all surfaces, partitions, fixtures, and flooring.

- **Public Elevator Cleaning (Nightly)**

- A. Elevator walls, doors, ceilings, and floors shall be cleaned and polished using the appropriate cleaning and polishing agents to present a uniformly clean aesthetically pleasing appearance.
- B. The door track of each elevator shall be kept clean by thorough brushing and/or vacuuming.

- **Private Elevator Cleaning (Weekly)**

- A. Elevator walls, doors, ceilings, and floors shall be cleaned and polished using the appropriate cleaning and polishing agents to present a uniformly clean aesthetically pleasing appearance.
- B. The door track of each elevator shall be kept clean by thorough brushing and/or vacuuming.

- **Stairway Cleaning (Weekly)**

- A. The Contractor shall keep stairwells free of dirt, dust, cobwebs, trash, debris, etc. at all times.
- B. Walls, ceilings, handrails, and guardrails shall be cleaned using the appropriate cleaning agents to present a uniformly clean aesthetically pleasing appearance.

- **Floor Cleaning in Public Areas excluding kitchens, breakrooms, and restrooms (non-carpeted floors such as VCT, ceramic, rubber, solid vinyl) (Every Other Night)**

- A. Floors shall be swept or dust mopped to present a clean and orderly appearance at all times.
- B. The Contractor shall use a neutral detergent solution and equipment to remove soil from non-carpeted floors. Floors that have been wet cleaned shall have a uniform appearance free of soil, stains, streaks, swirl marks, detergent film, and foreign matter. The Contractor shall use germicidal solutions in all restrooms, kitchens, breakrooms, etc.
- C. Surface accumulations of chewing gum, tar, hardened dirt or other foreign matter shall be removed and care shall be taken to avoid damage to the floor surface.
- D. Floors shall be damp mopped to maintain a uniformly clean appearance. Care shall be taken to avoid splashing walls, baseboards, furnishings, etc. Mopped floors shall be free from streaks, spots, stains, and foreign debris.

- **Floor Cleaning in Private Areas excluding kitchens, breakrooms, and restrooms (non-carpeted floors such as VCT, ceramic, rubber, solid vinyl) (Weekly)**

- A. Floors shall be swept or dust mopped to present a clean and orderly appearance at all times.
- B. The Contractor shall use a neutral detergent solution and equipment to remove soil from non-carpeted floors. Floors that have been wet cleaned shall have a uniform appearance free of soil, stains, streaks, swirl marks, detergent film, and foreign matter. The Contractor shall use germicidal solutions in all restrooms, kitchens, breakrooms, etc.
- C. Surface accumulations of chewing gum, tar, hardened dirt or other foreign matter shall be removed and care shall be taken to avoid damage to the floor surface.
- D. Floors shall be damp mopped to maintain a uniformly clean appearance. Care shall be taken to avoid splashing walls, baseboards, furnishings, etc. Mopped floors shall be free from streaks, spots, stains, and foreign debris.

- **Floor Cleaning in Public Areas (Carpet) (Every Other Night)**

- A. The Contractor shall vacuum carpets and walk off mats to remove visible soil and debris from the surface and from within the carpet piles using industrial vacuum cleaners with HEPA filters. All moveable furnishings (50lbs or less) shall be moved to vacuum and replaced to their original locations. The Contractor shall use a brush or crevice device to vacuum in inaccessible areas.
- B. Carpets shall be spot cleaned as needed, or as directed by the County's Designated Representative to remove spots and stains.

- **Floor Cleaning in Private Areas (Carpet) (Weekly)**

- A. The Contractor shall vacuum carpets and walk off mats to remove visible soil and debris from the surface and from within the carpet piles using industrial vacuum cleaners with HEPA filters. All moveable furnishings (50lbs or less) shall be moved to vacuum and replaced to their original locations. The Contractor shall use a brush or crevice device to vacuum in inaccessible areas.
- B. Carpets shall be spot cleaned as needed, or as directed by the County's Designated Representative to remove spots and stains.

- **Drinking Fountains and Water Coolers (Nightly)**

Drinking fountains and water coolers are to be cleaned, polished, and disinfected.

- **Exterior Cleaning (Every Other Night)**

- A. The grounds, parking areas, walkways, dumpster/collection/recycle site, exterior stairs, and sidewalks around buildings shall be policed and kept free of litter and debris.
- B. Sidewalks shall be swept.

- C. Trash cans shall be emptied, cleaned, and new liners installed.
- D. All ashtrays and urns shall be emptied and cleaned. Sand or other extinguishing material shall be replaced when soiled or wet.

- **Floor Drains (Monthly)**

Floor drains shall be kept clear of debris and the surfaces shall be cleaned. The Contractor shall pour an approved solution of germicidal detergent in the floor drains to fill the traps.

12. Presidential Cleaning (Twice a Year)

All facilities shall receive Presidential Cleanings. The Presidential Cleaning shall include a complete cleaning of the entire facility including all regular nightly duties, as well as, the duties listed in this section. The intent of the Presidential Cleaning is to rejuvenate the facility and ensure a uniformly clean, hygienic, orderly, and attractive appearance. The Contractor shall provide, with their bid, a yearly schedule for the Presidential Cleanings. The schedule shall include a breakdown of cleaning duties and dates for the work to be done. The Presidential Cleanings shall be completed in a “top to bottom” approach. Presidential cleanings shall be done on Saturday and Sunday. It is the Contractor’s responsibility to ensure adequate labor, supervision, materials, and equipment to perform the cleaning duties as specified within the listed time frame.

- **Horizontal and Vertical Surface Cleaning**

- A. Horizontal and vertical surface cleaning shall include all surfaces and objects below 12’ high.
- B. Furnishings and structures of the facility to be cleaned include, but are not limited to, walls, ceilings, baseboards, doors, door casings, plumbing fixtures, window blinds, pictures, office furniture, filing cabinets, shelving, ledges, rails, signs, desks, display cases, HVAC diffusers, grills, light fixtures, vents, skylights, etc.,
- C. The Contractor shall use a HEPA type vacuum with dusting tools and treated dust cloths to remove all dust, spider webs, bug droppings, dry soil, litter, etc. from all fixtures and surfaces from the floor up to and including the ceiling that are visible from the floor surface below or adjacent floor levels, balconies, stairs, etc. This includes exposed surfaces of lights, ledges, walls, ceilings, ceiling mounted fans, partitions, rails, vertical and horizontal blinds, and all other types of fixtures and surfaces including the ceiling surface.
- D. Appropriate cleaning agents, polishes, cloths, etc. shall be used according to the type and composition of the structure or object. Any items or furnishings moved during the procedure shall be replaced to the proper position. Care shall be taken to keep dust dispersion to a minimum. Dusted surfaces shall be free from dust, lint, paper shreds, grime, cobwebs, hair, and other unsightly omissions. If treated dust cloths are used, there shall be no oil streaks left on the surface.

E. Damp wiping or washing to horizontal surfaces shall be accomplished using appropriate cleaning agents and shall be used according to the type and composition of the structure or object. Any items or furnishings moved during the procedure shall be replaced to the proper position. Care shall be taken to avoid damage to wood or painted surfaces. Surfaces that have been damp wiped shall be free of dirt, streaks, spots, smudges, fingerprints, and smears. Water marks shall be removed with a dry clean cloth.

- **Furniture Cleaning**

Furniture shall be vacuumed to remove dust, dirt, and debris.

- **Carpet Cleaning**

Carpets shall be steam cleaned to present a uniformly clean ascetically pleasing appearance. Carpets shall not be over saturated.

- **Window Cleaning**

Windows shall be cleaned inside and outside. Exterior window cleaning shall be limited to first floor only. The Contractor shall observe all OSHA safety regulations and practices.

- **Floor Cleaning (Stone-Ceramic Tile and Grout)**

Floors shall be cleaned using a high pressure commercial tile and grout cleaning machine. After cleaning, grout should be sealed using appropriate sealers to deter soil and stains.

- **Floor Stripping/Waxing**

Floors shall be stripped of layers of soiled finish, heel marks and scuffs, discolorations, and stains. After thorough rinsing, floors shall be ready for application of new or additional finish. Sealer and coats of finish shall be properly applied to floor per manufacturer's installation instructions. Finished or refinished floors shall present a uniform shine and shall not have buildup in edges or corners. Overlapping finish marks shall not be apparent and all omissions shall be blended in with additional coatings to assure uniformity.

13. Emergency Shelter Facilities (As Needed)

During emergencies or disaster events, the County may request the awarded Contractor to provide emergency shelter janitorial services. If these services are required the County will request quotes for specific locations post emergency or disaster event. The Contractor shall be required to provide quotes within 4-6 hours after receiving written and/or verbal notification

from the County's designated representative. Work may be required to take place at night, on the weekend, or on holidays.

14. Parking Garage (Nightly except as noted)

Note: Inclusion of this specific effort into the overall project effort will be at the County's option.

- The parking facilities shall be kept free of trash, litter, sand, dirt, and debris nightly.
- All trash and recycling receptacles shall be emptied and removed to the designated dumpster/collection site. All receptacles shall be relined with clean plastic liners. The County's designated representative shall be notified when a trash receptacle requires repair or replacement. Receptacles shall be kept clean and odor free.
- All ashtrays and urns shall be emptied and cleaned. Sand or other extinguishing material shall be replaced when soiled or wet.
- Spider webs shall be removed.
- Windows shall be cleaned inside and outside weekly. Exterior window cleaning shall be limited to first floor only. The Contractor shall observe all OSHA safety regulations and practices.
- Elevator walls, doors, ceilings, and floors shall be cleaned and polished using the appropriate cleaning and polishing agents to present a uniformly clean aesthetically pleasing appearance.
- The door track of each elevator shall be kept clean by thorough brushing and/or vacuuming.
- Elevator lobbies shall be cleaned.
- Handrails and guardrails shall be cleaned monthly using the appropriate cleaning agents to present a uniformly clean aesthetically pleasing appearance.
- Interior ledges shall be inspected monthly and all bird nests removed.
- The grounds, walkways, exterior stairs, and sidewalks around buildings shall be policed and kept free of dirt, dust, spider webs, trash, debris, etc. at all times.

15. Dumpster/Recycle collection Site

- The dumpster/recycle collection site shall be used to dispose of Lake County trash and debris only. Unauthorized use is strictly prohibited.
- The Contractor shall maintain a clean area free of debris around the dumpster/recycle collection site.

16. Safety Guidelines

- The vendor shall furnish to the County's designated representative copies of Material Safety Data Sheets (MSDS), for all products used. The vendor must update copies of the MSDS on an annual basis. In addition, each time a new chemical or cleaning product is introduced into any facility, a copy of that product's MSDS must be provided to the County's designated representative prior to the product being used in any facility. The vendor shall keep a copy of Material Safety Data Sheets at each facility under contract.

- The MSDS must be in compliance with all applicable OSHA Regulations as well as, any State and Local requirements.
- The vendor shall comply with the OSHA Standard 29CFR1910.1030 Blood Borne Pathogens as it pertains to the training, safety and equipment needed for all employees engaged in custodial service. Vendor shall be responsible for compliance on date of Contract acceptance and shall provide proof to the County's designated representative.
- Failure to comply with all Federal, State, and Local laws, ordinances, rules, and regulations may result in termination of the contract.
- The vendor shall purchase and issue all chemicals in their original containers. Materials that require precautionary warnings shall have affixed to all containers such labels or markings as are prescribed by law, regulatory agencies or this Contract. Markings or labeling of materials containing hazardous or toxic substance or wastes shall be in accordance with all Federal, State and County laws, ordinances, rules and regulations.
- Labeling of materials containing hazardous and/or toxic substances shall be in accordance with OSHA Regulation 29CFR1919.1200, paragraph f, and all Federal, State, and Local laws, ordinances, rules, and regulations.
- The vendor shall use caution signs as required by OSHA Regulation 29CFR1910.144 and 1910.145 at no cost to the County. Caution signs shall be available on-site during all periods of contract performance.
- The vendor shall use only germicidal disinfectants that bear an Environmental Protection Agency (EPA) registration number.
- **Bleach ammonia, and acid products shall not be used or maintained on premises.**
- The vendor shall verify that all floor finishes, sealers, spray buff solutions, and other such chemicals applied to non-carpeted floors shall provide adequate slip resistance. Any observance of slippery or slick floors shall be corrected immediately. Adequate signage shall be used to indicate slippery areas.
- Failure of the vendor or their employees to comply with all applicable laws, regulations and rules shall permit the County to immediately terminate this Contract for default.

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to whom award has been made.

County: Shall refer to Lake County, Florida.

Modification: A written change to a contract.

Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.

Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.

Request for Proposal (RFP): Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: a general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Request for Proposal (RFP) that the words “shall”, “must”, or “will” indicate an essential requirement or condition which may not be waived.

3.2 INSTRUCTIONS TO PROPOSERS**A. Proposer Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership.
3. Drug-Free Workplace.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit.
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal due date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester's name, address, and telephone number. The

Procurement Services office may issue an addendum in response to any inquiry received, which changes or clarifies the terms, provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

D. Contents of Solicitation and Proposers' Responsibilities

It is the responsibility of the proposer to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the proposer.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Change or Withdrawal of Proposals

1. Changes to Proposal- Prior to the scheduled due date, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal.

2. Withdrawal of Proposal – A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the proposer.

G. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the proposal due date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation. Proposers are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

3.3 PREPARATION OF PROPOSALS

- A. The Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in rejection of the proposal

- B. The proposal submitted must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the proposer's firm must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY BE CAUSE TO REJECT THE PROPOSAL.**
- D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- F. Any proposal received after the designated receipt date through no fault or error of the County will be considered late, and, except under the most exceptional circumstances, may not be considered for award.

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This RFP does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract agreement. By submitting a proposal, the proposer also agrees that the County bears no responsibility for any costs associated with the preparation of the proposal and/or any administrative or judicial proceedings resulting from this solicitation process.

3.8 COUNTY IS TAX-EXEMPT

The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. The County will sign an exemption certificate if submitted by the contractor. Contractors doing business with the County are not exempt from paying sales tax to their suppliers for

materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of proposal submittal will be available for public inspection after the proposal due date in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The proposer should not submit any information in response to this RFP which the proposer considers proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any solicitation when doing so reflects the best interest of the County.

3.11 AWARD

- A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.
- E. The proposer's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.
- F. Any tie situations will be resolved in consonance with current written procedure in that regard.
- G. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the County's Purchasing Procedure Manual. It is incumbent upon the vendor to be aware of the posting of any associated award recommendation. Any protest received after the contract award date may be rejected.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect

the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

3.15 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for vendor's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

3.22 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.25 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.27 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or affect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor

will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.29 RIGHT TO AUDIT

The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. CONTRACTOR shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the vendor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the vendor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Contract, the vendor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the County.

3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this RFP shall

either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFP shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for the successful performance under the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the awarded firm may be required to execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by the County upon request.

NOTES:

- Lake County is exempt from all taxes (Federal, State, and Local). Pricing should be less all taxes. A Tax Exemption Certificate will be furnished upon request.
- The Contractor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, Contractors are advised to review the “Estimated Quantities” clause contained in Section 3 of this solicitation.
- Each price offered in your bid shall be a firm-fixed price, exclusive of any tax. Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the Contractor has specifically agreed to this condition.
- **Contractors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential Contractor. Contractors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a Contractor during the registration process.**

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:

The bidder must list below the dates of issue for each addendum received in connection with this RFP:

Addendum #1, Dated: _____

Addendum #2, Dated: _____

Addendum #3, Dated: _____

Addendum #4, Dated: _____

Part II:

☐ No Addendum was received in connection with this RFP.

PRICING SECTION

Note: Square footages are estimated. The vendor shall be responsible for all cleaning regardless of actual site square footage.

Building	Approx. Sq. Ft.	Cleaning Days	Primary Scope Monthly Cost	Alternate Scope 1 Monthly Cost	Alternate Scope 2 Monthly Cost
320 W. Main (Tax Coll. / Prop. Appr.) 320 W. Main St. Tavares	24,146	M.T.W.Th.F.			
323 N. Sinclair 323 N. Sinclair Ave. Tavares	3,000	M.T.W.Th.F.			
418 Suite 1 418 W. Alfred St. Tavares	841	Th.			
418 Suite 2 418 W. Alfred St. Tavares	1,134	Th.			
418 Suite 3 418 W. Alfred St. Tavares	1,621	Th.			
418 Suite 4-7 418 W. Alfred St. Tavares	2,559	Th.			
Animal Control 28123 CR 561 Astatula	2,400	T. & Th.			
Area 1 Road Maintenance 2310 W. Griffin Rd. Leesburg	700	T. & Th.			
Area 2 Road Maintenance 110 Center St. Minneola	700	T. & Th.			
Area 3 Road Maintenance 19720 5th St. Umatilla	650	T. & Th.			
Astor Library 54905 Alco Rd Astor	4,000	M.T.W.Th.S.			
Astor Recreation Park 54835 Alco Rd Astor	300	T. & Th.			
BCC Warehouse # 1 32400 County Rd 473 Leesburg	2,425	T. & Th.			
Cagan's Crossing Library 16729 Cagan Oaks Clermont	16,085	M.T.W.Th.F.S.			
Clerk's Auditor's Office 1951 Woodlea Rd. Tavares	1,134	T. & Th.			
Clerk's Warehouse 32400 County Rd 473 Leesburg	1,300	T. & Th.			
Communications Maintenance Facility 20415 Independence Blvd. Groveland	2,400	T. & Th.			
County Administration Building 315 W. Main St. Tavares	82,168	M.T.W.Th.F.			

SECTION 4 – PRICING/CERTIFICATIONS/SIGNATURES

RFP No.: 11-0216

County Wide Radio Shop 15839 Old Hwy 441 Tavares	1,750	T. & Th.			
Covanta Scale House 3830 Rogers Ind. Park Rd. Okahumpka	162	F.			
East Lake Library 31336 CR 437 Sorrento	4,974	M.T.W.Th.F.S.			
Environmental Administration 13130 County Landfill Rd. Tavares	4,000	T. & Th.			
Environmental Lab 13100 County Landfill Rd. Tavares	4,885	T. & Th.			
Fairgrounds - Expo Bldg. (office) 2101 County Rd 452 Eustis	1,972	T. & Th.			
Fleet Maintenance Facility 2300 w. Griffin Rd. Leesburg	1,177	T. & Th.			
Fuel Station 12900 County Landfill Rd. Tavares	100	F.			
Haz-Mat Trailer 13100 County Landfill Rd. Tavares	1,300	T. & Th.			
Historic Courthouse (1st floor only) 317 W. Main St. Tavares	6,491	M.T.W.Th.F.			
Judicial Center 550 W. Main St. Tavares	99,809	M.T.W.Th.F.			
Lady Lake Tag Office 918 Avenida Central St. Lady Lake	1,700	M.W.F.			
Leesburg Tag Office 1340 Citizens Blvd. Leesburg	1,800	M.W.F.			
Library Services 2401 Woodlea Rd. Tavares	5,376	M.W.F.			
Marion Baysinger Library 756 W. Broad St. Groveland	4,500	M.T.W.Th.F.S.			
McTureous Restrooms 42100 SR 19 Altoona	200	T. & Th.			
Mosquito Control 401 S. Bloxham Ave. Tavares	1,200	T. & Th.			
North Lake Clerk's Office 902 Avenida Central Villages	1,160	M.W.F.			
Paisley Community Center 24954 CR 42 Paisley	3,000	M.W.F.			
Paisley Library 24954 CR 42 Paisley	4,000	M.T.W.Th.S.			

SECTION 4 – PRICING/CERTIFICATIONS/SIGNATURES

RFP No.: 11-0216

Parking Garage (at the County's option) 200 N Sinclair Tavares	536,000	M.T.W.Th.F.			
Parking Garage (3 Elevators Only- at the County's option) 200 N Sinclair Tavares	115	M.T.W.Th.F.			
Pear Property 5336 University Ave. Leesburg	2,000	F.			
Property Records 313 S. Bloxham Ave. Tavares	3,200	T. & Th.			
Public Defender's Office 123 N. Sinclair Ave. Tavares	6,000	M.T.W.Th.F.			
Public Records Center 122 E. Main St. Tavares	14,000	M.T.W.Th.F.			
Public Works Department 437 Ardice St. Eustis	15,000	M.W.F.			
Scalehouse 13130 County Landfill Rd. Tavares	1,100	F.			
South Lake Clerk's Office 800 N. US Hwy 27 Minneola	1,054	M.W.F.			
South Lake Tag 194 N. US27 Clermont	1,230	M.W.F.			
Special Projects 12901 County Landfill Rd. Tavares	876	F.			
Tourist Welcome Center 20763 US HWY 27 Groveland	4,800	M.T.W.Th.F.S.			
Traffic Operations 28127 CR 561 Astatula	2,800	T. & Th.			
Triangle Tag Office 15733 Dora Ave. Eustis	8,200	M.T.W.Th.F.			
Umatilla Community Center 17107 Ballpark Rd. Umatilla	3,000	M.W.F.			
Vehicle Maintenance Facility 20423 Independence Blvd. Groveland	1,170	T. & Th.			
WMFO 13130 County Landfill Rd. Tavares	2,700	M.W.F.			
		Total Monthly Cost			

Pricing Item to Provide for Use of “Green Seal” Products at all Locations at the Option of the County

Section 9 of the Statement of Work specifies two locations at which “Green Seal” cleaning products must be used. The County may elect to have “Green Seal” cleaning products used at additional locations. The vendor shall insert a proposed percentage increase in the space provided under this item that can be applied to each or any of the “monthly cost” values stated above to provide for use of “Green Seal” cleaning products at that location: _____%

Additional Pricing for Non-Routine Janitorial Services There is no guarantee as to any quantities of non-routine work to be performed		
Item	Unit	Unit Cost
Special event cleaning	Per person - per hour	\$
Carpet cleaning	Per sqft.	\$
Floor stripping/sealing/waxing	Per sqft.	\$
Tile and grout cleaning	Per sqft.	\$
Exterior window washing	Per floor - per sqft.	\$
	1st	\$
	2nd	\$
	3rd	\$
	4th	\$
	5th	\$
	6th	\$
	7th	\$
	8th	\$
Upholstered furniture cleaning	Couch each	\$
	Office chair each	\$
	Recliner each	\$
	Love seat each	\$
	Foot stool each	\$
	Pillows each	\$
On-call Presidential cleaning (no minimum sqft. guaranteed)	Per sqft.	\$
Elevator cleaning – floors, walls, ceilings, doors, tracks, etc. per “Cleaning Guidelines”	Per cab	\$

Identify below the management facility/office from which services under this project will be supported (see provision 1.17 of this RFP):

Facility Type: _____

Primary Point of Contact: _____

Name

Title

Address: _____

Phone number: _____

Fax number: _____

Email address: _____

By Signing this Bid the Bidder Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned Contractor acknowledges that award of a contract may be contingent upon a determination by the County that the Contractor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

Certification Regarding Acceptance of County Electronic Payable Process

Contractor will accept payment through the County's VISA- based electronic payment system: ☐ Yes ☐ No

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☐ Yes ☐ No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☐ No (Check one)

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

DUNS Number (Insert if this action involves a federal funded project): _____

General Contractor Information and Proposal Signature:

Firm Name: _____
 Street Address: _____
 Mailing Address (if different): _____
 Telephone No.: _____ Fax No.: _____ E-mail: _____
 FEIN No. _____ - _____ Prompt Payment Terms: _____ % _____ days, net _____
 Signature: _____ Date: _____
 Print Name: _____ Title: _____

Award of Contract by the County: (Official Use Only)

By signature below, the County confirms award to the above-identified Contractor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

Contractor awarded as:

☐ Sole Contractor ☐ Multiple Award Contractor (unit price basis)
☐ Multiple Award Contractor (spot bid) ☐ Primary Contractor for
 items: _____
☐ Secondary Contractor for ☐ Other status: _____
 items: _____
 Signature of authorized County official: _____ Date: _____
 Printed name: _____ Title: _____
 Purchase Order Number assigned to this contract for billing purposes: _____

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: Work References

WORK REFERENCES

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	